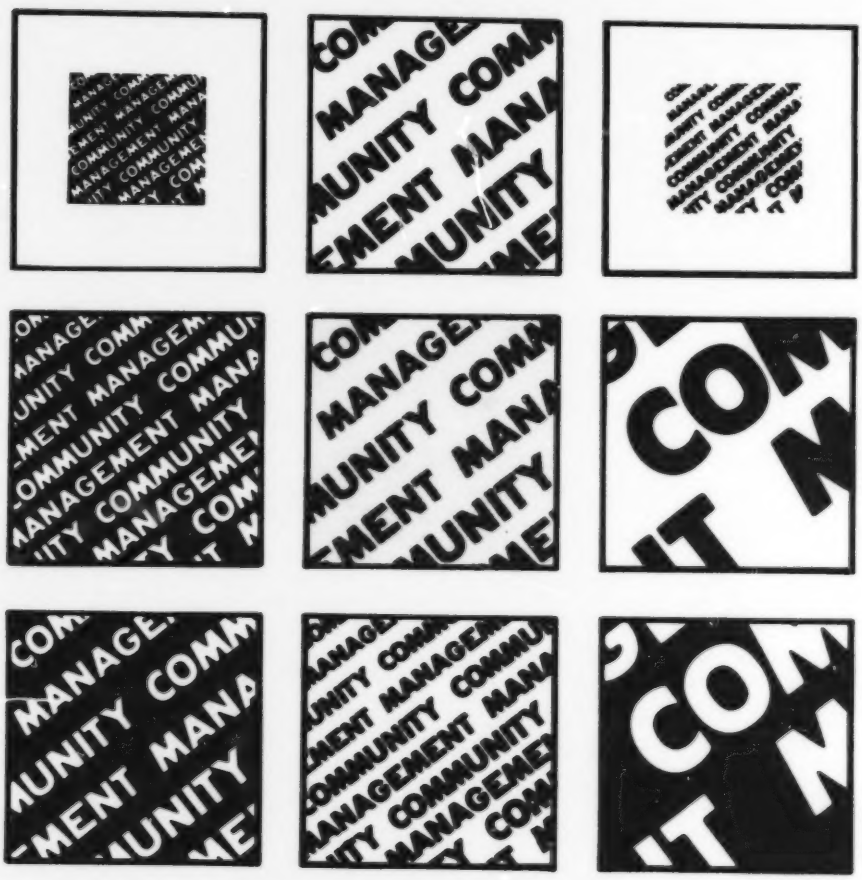

THE SOCIAL PLANNING and RESEARCH COUNCIL of Hamilton and District

155 JAMES ST. S., STE. 602 HAMILTON, ONTARIO L8P 3A4 522-1148

Community Management Series
Paper #3

INSURANCE FOR VOLUNTEERS AND VOLUNTARY ORGANIZATIONS

JULY, 1983

by

Stan Pope

and

WANDA Bielak

Price: $4.00

VOLUNTEER BUREAU

THE SOCIAL PLANNING AND RESEARCH COUNCIL OF HAMILTON AND DISTRICT
155 James Street South, Suite 602 Hamilton, Ontario - L8P 3A4

A United Way Member Agency

ACKNOWLEDGEMENTS

We would like to thank all the people and organizations who contributed to this project.

Our special gratitude is extended to those members of the Volunteer Bureau of Hamilton and District who worked closely with us during this project. To Linda Graff and Don Jaffray who were responsible for initiating this project and who provided the support and direction we needed. Also thanks to Madeleine Marlin and Mary Swan for their contributions.

We are grateful to the Volunteer Action Centre of Edmonton, in particular, Heather Olson, who was kind enough to supply us with much relevant research material.

We would also like to thank the professionals of the insurance industry and the employees of several government offices for their co-operation in providing us with information.

Finally, we would like to express our appreciation to Canada Works and Wintario for their support of this project.

* * * * * * * * *

TABLE OF CONTENTS

	PAGE
INTRODUCTION	1
SECTION I: GENERAL LIABILITY	2
A. Principles of Liability and Definitions	2
B. Volunteers and Liability	2
C. Organizations and Liability	3
D. Comprehensive Liability Insurance	3
E. Waivers	4
F. Job Descriptions, Training, and Supervision ..	4
Summary and Recommendations	5
SECTION II: ACCIDENT AND DISABILITY COVERAGE	6
A. Is Accident Insurance Necessary for Volunteers?	6
B. Is Accident Insurance for Volunteers Necessary for Volunteers?	6
C. Accident Insurance	7
D. Workmen's Compensation	7
Summary and Recommendations	8
SECTION III: AUTOMOBILE INSURANCE -.....	9
A. When Does Liability Occur?	9
B. Who is Liable When an Accident Occurs?	10
C. What Protection is Available to Volunteers? ..	10
D. What Protection is Available to Agencies?	10
Summary and Recommendations	11
SECTION IV: BOARD LIABILITY	12
CONCLUSION	13
BIBLIOGRAPHY	15

* * * * * * * * * * *

INTRODUCTION

The Volunteer Bureau of Hamilton and District is a Resource Centre whose primary goal is to promote effective voluntary action in the community. In the course of our operations we have received an increasing number of requests concerning the rights and responsibilities of volunteers and agencies in regards to such issues as liability and insurance coverage. These concerns reflect the increasing prevalence of legal action and the fact that in the present climate anyone can be sued.

This increase in the incidence of legal action has occurred in a time when volunteer participation has expanded, both in numbers and in scope. There has been an increase in the numbers of volunteer organizations in response to the growing awareness of social problems and challenges facing our community.

Within these various organizations volunteers can be found in many positions: they serve on boards of directors, deliver direct services to clients, offer specific skills and a multiplicity of other services. As well, many community organizations are run and staffed totally by volunteers. This increased scope of voluntary activity has provided volunteers with challenging and stimulating opportunities for volunteer participation.

Along with the personal rewards and benefits that volunteers, agencies, and communities receive from such activity there are also accompanying legal risks.

This paper has been written with three goals in mind. First, we wish to examine the issues of legal liability and insurance protection as they pertain to volunteers and volunteer organizations. Second, we hope to stimulate thought on these matters, as well as to encourage the examination of present individual and organizational policies. Finally, we wish to motivate action on the part of organizations in which individuals are not adequately protected.

Specifically, this paper will examine the following issues:

I - Volunteers and General Liability

II - Accident and Disability Coverage

III - Automobile Insurance

The opinions expressed in this paper reflect the thought of a wide variety of authors throughout Canada and the United States. The information in this paper should not be considered conclusive or comprehensive. If individuals through the reading of this paper are concerned with how this information concerns them, they are hereby urged to consult an insurance company or other recognized authority to discuss their specific concerns and to determine a course of action that would best meet their needs.

It is suggested that all individuals engaging or planning to engage in volunteer activity be certain to obtain sufficient insurance prior to their involvement. This can be accomplished by making inquiries with a prospective volunteer organization regarding their insurance policies for volunteers.

SECTION I: GENERAL LIABILITY

A. PRINCIPLES OF LIABILITY AND DEFINITIONS

In discussing the topic of volunteers and legal liability, it is useful to begin with a brief description of the terms used.*

The issue of liability is based on the principle that people are responsible for their conduct in the course of their daily activities. Failure to conduct oneself in a responsible and reasonable manner could result in a tort.

A tort is a civil wrong as opposed to a criminal wrong and occurs when negligent conduct results in some injury to others. Negligent conduct can include positive acts as well as acts of omission. The injury may take the form of bodily damage, personal injury and/or property damage. When a person sustains such an injury he/she may seek compensation through legal action.

In order to prove that negligence occurred, the injured party must establish three facts. It must be shown that damages were sustained, that a duty relationship existed between the parties, and that the conduct of the negligent party was below an acceptable standard of care. A duty relationship can be broadly defined to include any relationship between people whereby the actions of one party have an effect on the other party, for example, a motorist-pedestrian relationship.

Should the court find one party negligent, that party is legally liable to compensate the injured party in the amount set out by the court as fair compensation for the injury.

As can be gathered from the above, many of the terms are vaguely defined. It is up to the courts to determine such things as 'standard of care', 'duty relationship', and so on, as they relate to specific cases.

B. VOLUNTEERS AND LIABILITY

If in the course of volunteer work, the actions of the volunteer cause some injury to another person, then the voluntary nature of the volunteer's action is not considered a viable defense in the event of legal action. That is to say, an individual is responsible for their own actions regardless of the context in which these actions were performed. Once a person agrees to perform a service for another then the principles of duty relationships and standard of care apply regardless of the motivation for the undertaking. There are several possibilities that volunteers must be concerned with. Of these, the following will be considered:

(a) Due to the negligence of the volunteer, a third party is injured.

(b) Due to the negligence of the agency the volunteer is injured.

(c) The volunteer is injured with no finding of negligence.

* For a more complete discussion of this issue, see Kemp (1976) or Olson (1982).

This section on General Liability will deal with the first possibility while the other two issues will be dealt with in Section II.

C. ORGANIZATIONS AND LIABILITY

When a volunteer agrees to perform a service for an organization, and should that organization have some control over the actions of the volunteer, then it may be said that the organization and volunteer have entered into a master/servant relationship. In such a relationship, certain common law principles apply. These include the master's liability for injuries to the servant and the master's liability for the actions of the servant. "Masters can be held vicariously liable for the acts of their servants acting within the scope of their duties." (Kamp, 1976).

Therefore, a client (or other third party) may sue both the volunteer and the agency for damages sustained due to the conduct of a volunteer. The agency may be liable so long as the actions of the volunteer fall within the scope of their duties to the agency.

With the above considerations in mind it is now necessary to examine the various methods by which volunteers and agencies can protect themselves in the event of court action.

D. COMPREHENSIVE LIABILITY INSURANCE

Regardless of what other measures an agency or individual takes to prevent negligent conduct, it is always best to be protected in case of injury due to such conduct. In this regard a Comprehensive General Liability policy would protect the 'insured' in the event of injuries sustained by a third party. Such a policy usually consists of a 'core' policy and endorsements or 'riders' attached to the 'core' policy that identify added coverage according to the specific needs of the 'insured'.

A 'core' policy would:

(a) provide legal defence for the insured and pay court costs;

(b) pay the amount of settlement up to the coverage limit.

A General Liability policy would only cover those individuals named as 'insured' in the policy. The employees of an organization holding such a policy would normally be covered under the terms of the policy. However, it is doubtful that volunteers would fall under the definition of 'employee' in the opinion of the insurer. It would be necessary, therefore, for a specific endorsement naming volunteers as 'insured' be added to the policy. If volunteers are covered by such an endorsement, certain complications arise. For example:

> "When volunteers are included as 'name insured' one precaution must be taken: the inclusion of a cross-liability clause which states that each party insured by the policy is protected in the same manner as though it had a separate policy (except with respect to the limits of the policy). (Shooter, 1976:4).

This clause would allow the policy to respond to cases where action is brought about by one party against the other when they are both covered by the same policy.

Without the proper protection afforded by an endorsement in the agency's General Liability Policy, volunteers run the risk of being liable to pay damages in the event of being found negligent in the eyes of the court. Even if a volunteer had a General Liability policy under a homeowner's insurance, it might not provide any protection to the volunteer in the course of volunteer activity.

E. WAIVERS

Waivers are contracts between two parties in which one party gives up the right to sue the other party in the event of some injury. Agencies that employ volunteers could attempt to limit their liability by having the volunteer promise not to hold the agency liable for any injury that the volunteer sustains while engaged in activities of the organization. This method of protection has two drawbacks:

(a) In a contractual arrangement both parties should receive something of value from the other party. This is called 'consideration'. The waiver might not be accepted in court if it can be shown that the volunteer did not receive anything of value in return for forsaking the right to sue.

(b) This method does not provide any protection for the volunteer.

One positive aspect of the use of waivers, however, is that it informs the volunteer about certain risks and cautions him/her when engaging in certain activities that fall within the scope of the organization's mandate.

F. JOB DESCRIPTIONS, TRAINING, AND SUPERVISION

Should negligence on the part of the volunteer lead to some form of injury, then only the protection provided by a Comprehensive General Liability policy will protect the agency and the volunteer. However, certain steps could be taken that would reduce the likelihood of negligent conduct on the part of the volunteer.

1. All volunteers working with an agency should be given a specific job description that outlines the duties, responsibilities and limits of the volunteer's role within the agency.

2. Volunteers should be given adequate training related to the performance of their duties and emergency procedures. With regard to the latter, volunteers should be oriented to emergency procedures suitable for volunteers in that agency. What volunteers are expected to do in such situations should match their capabilities.

3. Volunteers should have supervision available to them so that their performance can be effectively monitored and maintained. Without such supervision, conduct of a non-professional or

even negligent nature could occur and result in some form of injury to themselves, fellow employees or third parties, such as client groups being served by the organization.

SUMMARY AND RECOMMENDATIONS

What organizations should be aware of:

1. Organizations may be held responsible for the actions of their volunteers and for injuries sustained by volunteers.

2. General Liability Insurance policies should include specific endorsements covering volunteers.

3. Cross-liability coverage would protect the volunteers and the organization from lawsuits against each other.

4. Waivers may not be sufficient to protect the organization from a lawsuit brought forward by an injured volunteer.

5. Job descriptions, training and supervision of volunteers are valuable preventive measures which could reduce the chance of accidents and non-professional conduct from occurring.

What volunteers should be aware of:

1. Volunteers can be held responsible for actions that lead to injury of others.

2. A volunteer's General Liability policy included in many homeowner policies may not protect the volunteer in case of such actions.

3. The General Liability policy of the organization may not be specifically endorsed to cover volunteers.

4. Signing a waiver could leave the volunteer with no protection in case of injury.

5. A proper job description, knowledge of emergency procedures, training and supervision could decrease the likelihood of negligent action.

SECTION II: ACCIDENT AND DISABILITY COVERAGE

It is difficult to imagine any kind of human activity in which the possibility of injury is totally absent. This section will look at the issue of injuries that may occur to volunteers in the performance of their volunteer activities, and what protection is available to them. Accidents and liability pertaining to the operation of a motor vehicle are examined in Section III.

A. IS ACCIDENT INSURANCE NECESSARY FOR VOLUNTEERS?

Volunteers dependent on paid work would suffer hardships if, in the course of volunteer work, they were injured and unable to continue with their paid work. Volunteers should evaluate the relative degree of danger or potential for injury and assess it in relation to what provisions exist, should they be injured. It is highly appropriate that the satisfaction and appreciation that volunteers experience be supported by comfort in their knowledge that they have some financial aid in the event of an accident.

B. IS ACCIDENT INSURANCE FOR VOLUNTEERS NECESSARY FOR AGENCIES?

Two issues are relevant in assessing the need of agencies utilizing volunteer services. Initially, the relationship between the volunteer and the agency must be considered. Common law supports the argument that a master-servant relationship exists between volunteers and their employers (Kemp, 1976). The essential elements of the master-servant relation are:

(a) the servant (the volunteer) renders some service to or on behalf of the master (the agency), and;

(b) the servant is under the direction and control of the master.

Second, if a master-servant relationship exists between an employer and a volunteer, what then are the rights and responsibilities of the employer?

Kemp states:

> "Where it can be shown that the master has not provided a safe working environment or is guilty of negligence, he is liable for injuries suffered by his servants."
> (Kemp, 1976).

Therefore, employers (including organizations that utilize volunteers) should do everything in their power to provide safe working conditions and proper training for volunteers.

As well, they should have adequate insurance coverage in order to compensate volunteers in the event that the volunteer sustains an injury while engaged in volunteer activity.

C. ACCIDENT INSURANCE

Accident insurance refers to insurance that would cover the volunteer and the agency in the event of personal injury, dismemberment or death of the volunteer. Several possibilities present themseves in this regard.

1. Employer Liability Insurance:

This type of insurance is designed to protect the employer and to pay, on his/her behalf, any judgments against him/her brought about by an injury to an employee. However, unless the policy was specifically endorsed to include volunteers, it is unlikely that a volunteer claim against an employer's liability insurance would be successful. That is to say, employers with this type of insurance have not at all protected themselves against legal action as a result of injuries sustained by volunteers. Even assuming that an agency has protected itself by an endorsement specifying volunteers, there is no automatic compensation for a volunteer in case of injury. The volunteer must initiate a civil suit against the agency in order to seek compensation, and must show that the agency was in some way negligent. For the volunteer there is the risk that not only will the claim be rejected, but that he/she would also have to pay court costs in such an eventuality.

2. Voluntary Compensation Endorsements:

It is possible to have a 'rider' or an extension to a General Liability policy that would in fact provide compensatory benefits to an injured employee without having to prove negligence on the employer's part. In order for volunteers to be protected by such an extension, it would be necessary for a specific endorsement naming volunteers as 'insureds' included in the policy.

A Voluntary Compensation endorsement on a General Liability policy could likely have clauses compensating for loss of life, temporary total disability, permanent total disability, dismemberment, and excess medical expenses. It is vital to stress that volunteers must be specifically included in such a policy. It should not be assumed that the volunteer is covered, either by the agency or the volunteer's own personal liability and accident insurance.

D. WORKMEN'S COMPENSATION

The only volunteers covered by the Ontario Workmen's Compensation Act are members of a municipal volunteer fire brigade, members of some municipal volunteer ambulance brigades, auxiliary members of a police force, and people involved in search and rescue operations when requested by the Ontario Provincial Police (Government of Ontario, 1982). This is in contrast, for example, to the Alberta Workmen's Compensation Board which makes it possible for organizations to have their volunteers protected under Workmen's Compensation Board regulations.

However, in Ontario if a person through an accident suffered while engaged in volunteer activity is unable to work at a regular paying job, then no compensation is available through Workmen's Compensation.*

SUMMARY AND RECOMMENDATIONS

1. Volunteers and agencies should balance the risks involved in doing a particular volunteer job with the protection afforded to the volunteer and the agency.

2. Organizations are required to provide safe working conditions for employees and volunteers.

3. Organizations should provide the same level of accident coverage to volunteers as would normally be given to employees.

4. Workmen's Compensation (in Ontario) does not provide benefits to most volunteers (exceptions are noted above).

---

* This paper is written for Ontario and legislation changes from province to province, so check with your provincial Workmen's Compensation Board.

...

SECTION III: AUTOMOBILE INSURANCE

Much contemporary voluntary activity involves the use of a motor vehicle. Volunteers help transport the elderly to appointments, deliver meals, transport materials, run errands for the agencies they serve, and so on. Even though a volunteer may have adequate personal automobile liability coverage, he/she may not be covered while driving a motor vehicle (even their own) while volunteering (Kemp, 1976).

A. WHEN DOES LIABILITY OCCUR?

The Highway Traffic Act, Chapter 202, Section 132 (3), specifies the conditions by which a driver may be deemed responsible for injuries sustained by passengers.

> "Not withstanding sub-section 1, the owner or driver of a motor vehicle, other than a vehicle operated in the business of carrying passengers for compensation, is not liable for any loss or damage resulting from, bodily injury to, or the death of any person being carried in, or upon, or entering, or getting on to or alighting from the motor vehicle, except where such loss or damage was caused or contributed to by the gross negligence of the driver of that motor vehicle."

Perhaps the operative phrase in this passage is "gross negligence" and as Olson (1982) suggests, the term is difficult to define and distinguish from "slight" or "ordinary" negligence. Olson notes that the definition of "gross negligence" when applied in cases where the passenger is non-paying (gratuitous) is "a marked departure from the standards of a careful driver or a conscious wrongdoing on the part of the driver (1982: 20). However, in such cases of a gratuitous passenger, the volunteer driver is held to a lower standard of care than "that which the reasonable man would exercize". (Olson, 1982: 19).

In cases where a volunteer accepts payment for their driving the volunteer may be held to a higher standard of care. Thus, Olson (1982: 20-21) says of the Alberta situation:

> "If a volunteer accepts payment in the form of a mileage allowance or other compensation for expense, he risks being regarded as a person transporting passengers for hire or gain. Under s. 182 (2), of the Highway Traffic Act, the gross negligence test does not apply to persons transporting passengers for hire or gain, and ordinary negligence is sufficient to sustain liability. A "guest without payment" may share transportation expenses without excluding a volunteer from the protection of the Act where the purpose of the trip is social and not commercial and there is no prior agreement to share expenses. The court

is likely to regard a volunteer driver's activity as a social favour and the sharing of expenses merely incidental, However, to be on the safe side, a volunteer should not agree in advance to accept a mileage allowance or other compensation for his services, as a formal agreement could be interpreted as a commercial contract and transform the relationship to a business proposition."

B. WHO IS LIABLE WHEN AN ACCIDENT OCCURS?

When volunteers use their own vehicles for agency business, not only are the volunteers liable, but in many cases, the agency as well can be sued in case of an accident (William, 1977: 30).

The driver might be considered in law, if involved in an accident and on duty at the same time, as an employee, even if engaged in volunteer driving. Under the doctrine of master and servant (explained in Section I), the agency may be found jointly liable in an action initiated by an injured passenger (Smith, 1976: 30). The chances of joint liability would also be increased if the volunteer received any compensation (e.g., mileage expenses) for driving.

C. WHAT PROTECTION IS AVAILABLE TO VOLUNTEERS

Automobile Liability Insurance covers the volunteer for any property damage or bodily injury which results from the volunteer's operation of a motor vehicle. This type of liability insurance is usually limited to the operation of a vehicle for personal use. Driving to and from work is considered personal use. However, if volunteers use their own cars for agency business, such as transporting clients or running errands, their personal automobile liability insurance may not apply. If an agency asks its volunteers to use their volunteer's own vehicle for agency business, the volunteer must notify their insurance company before beginning to use the vehicle. This is especially true if the volunteer receives mileage costs or other forms of compensation for the use of a personal vehicle. Most automobile insurance policies have disclaimers that release the insurance company from having to pay a settlement if the driver received any such compensation. In most cases the added coverage will mean a slightly higher premium. Please note that the primary responsibility for arranging adequate coverage is the volunteer's.

A volunteer's personal automobile liability insurance only covers the volunteer's vehicle. If volunteers operate agency vehicles, they are not covered by their own automobile insurance. Agencies have automobile liability insurance to cover paid employees. These policies can also be extended to cover volunteers. If these policies are not so extended, then the volunteer may not be covered. It should never be assumed that coverage is provided. Specific endorsements naming volunteers as "insured" is preferable to other arrangements.

D. WHAT PROTECTION IS AVAILABLE TO AGENCIES

If an agency has volunteers who use their personal vehicles for agency business, that agency should make certain that volunteer drivers are adequately covered by their personal automobile liability insurance. As well, it would be worthwhile for the agency to investigate the

benefits of "non-owned" automobile insurance. Such a policy would cover the agency if it was named in a law suit where a volunteer operated their own vehicle on the agency's behalf. A "non-owned" automobile insurance policy would only cover the court costs of the agency and would only pay that part of the settlement that applies to the agency. The volunteer is not covered under such a policy. An agency that has volunteers driving agency vehicles should also ensure that all drivers of agency vehicles be named in the agency's automobile insurance.

SUMMARY AND RECOMMENDATIONS:

1. Drivers are responsible for injuries sustained by passengers if they are guilty of gross negligence in the operation of a motor vehicle.

2. While gross negligence includes any indictable driving offence, many other offences can be interpreted by a court as being grossly negligent.

3. If drivers receive any compensation for the use of a private vehicle for agency business, then they may be found liable for injuries on the basis of any shown negligence on their part, not necessarily gross negligence.

4. Agencies may also be liable for injuries sustained to the third party passengers. Agencies should have non-owned automobile insurance to cover such an eventuality.

5. Volunteers using their own vehicles for agency business should inform their personal automobile insurance company. This is especially true if volunteers receive mileage or any other form of compensation for the use of their vehicles.

6. Organizations that have volunteers drive agency vehicles must have the agency automobile policy extended to cover volunteers.

...

SECTION IV: BOARD LIABILITY

Many community organizations are managed by paid directors who are responsible to Boards of Directors for the activities of the organization. Many of these boards are voluntary in nature and are composed of elected members of the community. It is, therefore, possible that individuals who serve on such volunteer boards may not be considered as employees of the organization by the insurance company that provides the General Liability policy of the organization.

A suit against the members of a Board of Directors of an organization could occur as a result of the actions or inaction of the director of the organization. The director as a paid employee would be covered by the organization's General Liability insurance, but unless specifically endorsed, the members of the board would not be covered. This could result in volunteer board members having to provide their own legal defence in case of a lawsuit and to pay damages if the court decided in favour of the injured party. The Personal Liability coverage that many people have as part of a General Liability Policy would not likely be extended to provide coverage to people serving a volunteer board. The individual's insurance company would likely argue that it is the responsibility of the organization to provide coverage for its members.

SUMMARY AND RECOMMENDATIONS

1. Volunteer members of Board of Directors should examine the General Liability policy of the agency in order to determine whether or not coverage is provided.

2. The policy must be specifically endorsed to include the board members as "insured", or the definition of the term employee included members of the Board of Directors in order that such members be protected by the policy.

...

CONCLUSION

In looking into the area of insurance, volunteers must examine four types of insurance.

1. PERSONAL LIABILITY INSURANCE

   Insurance that protects volunteers if they are sued as a result of some injury to others that in some way resulted from the actions of the volunteers. Such a policy would provide legal defence for the volunteers, pay court costs and pay the amount of the settlement (up to the coverage limit).

2. BOARD LIABILITY

   Coverage for individual board members and the board as a whole in case of injury to a third party due to the actions of the organization or any of its members.

3. ACCIDENT INSURANCE

   Coverage which insures the volunteer in case of physical injury sustained while engaged in volunteer work.

4. AUTOMOBILE INSURANCE

   Coverage for property damage or physical injury resulting from the operation of a motor vehicle. If the volunteer is driving an agency vehicle, then the agency's automobile insurance must be extended to cover the volunteer. If the volunteers are driving their own vehicles for an agency business then their private insurance policy must be extended. This is strongly recommended if they receive compensation from the agency in the form of mileage or any other form of remuneration.

Before engaging in volunteer activity with an organization, volunteers should determine what the agency provides in the way of insurance, the extent of their own personal policy coverage and where gaps may exist.

Agencies that have volunteers as members of the organization or make use of volunteer work must also be aware of their insurance needs and responsibilities vis-a-vis volunteers. Such organizations should have insurance coverage above and beyond those policies that protect paid employees. These include:

1. A General Liability policy that is specifically endorsed to include volunteers as "insured".

2. An Employer Liability Insurance policy that is specifically endorsed to include volunteers. It is preferable that such a policy also include a Voluntary Compensation endorsement which also names volunteers as "insured".

3. Automobile Insurance for agency vehicles must be extended to cover volunteers driving such vehicles.

4. A "non-owned" automobile insurance policy for volunteers who operate personal vehicles for agency business.

5. Errors and Omission Insurance to protect volunteer members of Boards of Directors.

It is relatively inexpensive to have most of these policies extended to include volunteers. Accident Insurance would be the most expensive policy to buy. The cost of the policies vary according to organizational size, function, age of members, and so on. Interested parties should contact insurance underwriters to get specific price quotations.

Organizations that use volunteer labour have a moral obligation to inform volunteers as to the extent to which they are protected by the organization's insurance policies and what additional insurance the volunteer should acquire in order to have optimum coverage.

To our knowledge, there is no comprehensive insurance plan in Canada that deals specifically with volunteers. In the United States several such plans are in existence. An example of such a plan is the Volunteer Insurance Service. Under this plan, the following coverages are available.

1. Accident Insurance.

2. Personal Liability Insurance

3. Excess Automobile Insurance

At the present time, this plan cannot be extended to Canada. We believe that there is a real need for such a plan in Canada to service the many individuals who donate their time and effort to society. Society should ensure to the best of its ability that these individuals will not suffer hardship as a result of their generous actions.

...

BIBLIOGRAPHY

1. Government of Ontario (1982) — Workmen's Compensation Act.

2. Kemp, G. (1976) — The Legal Status of Volunteer Workers and Voluntary Organizations, Volunteer Center of Calgary, Alberta.

3. Olson, Heather (1982) — Volunteers & The Law, Volunteer Action Centre, Edmonton, Alberta.

4. Shooter, W. J. (1969) — Insurance for Volunteer Workers, for National Seminar of Canadian Association of Hospital Auxiliaries, Ontario Hospital Association.

5. Smith, R. P. (1974) — Volunteer Drivers and Insurance, Excerpts from a talk by Mr. R. P. Smith given at Co-ordinators of Volunteers Workshop, October 31, 1974, Hamilton-Wentworth Region, Ontario.

6. Williams, R. — A Primer on Insurance for Volunteers, Korda Project, Newton, Massachesetts.

* * * * * * * * *

:ymm